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6 Attorneys for Plaintiffs
EDGE SYSTEMS LLC and
7 AXIA MEDSCIENCES, LLC

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10 IN THE UNITED STATES DISTRICT COURT
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA
12 WESTERN DIVISION
13

14 EDGE SYSTEMS LLC, a California
limited liability company, and AXIA
15 MEDSCIENCES, LLC, a Delaware
limited liability company,

16 Plaintiffs,

17 v.

18 AESTHETIC SKIN SYSTEMS LLC, a
19 California limited liability company,

20 Defendant.
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Civil Action No. 2:17-cv-04597

**COMPLAINT FOR
PATENT INFRINGEMENT,
TRADE DRESS
INFRINGEMENT, AND
UNFAIR COMPETITION**

DEMAND FOR JURY TRIAL

1 Plaintiffs Edge Systems LLC, (“Edge”) and Axia Medsciences, LLC
2 (“Axia”) (collectively, “Plaintiffs”) hereby complain of Aesthetic Skin Systems
3 LLC (“Defendant”) and allege as follows:

4 **I. JURISDICTION AND VENUE**

5 1. This Court has original subject matter jurisdiction over the patent
6 and trade dress infringement claims in this action pursuant to 28 U.S.C. §§ 1331
7 and 1338(a). This Court has original subject matter jurisdiction over the unfair
8 competition claims in this action pursuant to 28 U.S.C. § 1338(b).

9 2. This Court has personal jurisdiction over Defendant because
10 Defendant has a continuous, systematic, and substantial presence within this
11 judicial district including by selling and offering for sale infringing products in
12 this judicial district, and by committing acts of infringement in this judicial
13 district, including but not limited to selling infringing products directly to
14 consumers and/or retailers in this district and selling infringing products into the
15 stream of commerce knowing such products would be sold in California and this
16 district, which acts form a substantial part of the events or omissions giving rise
17 to Plaintiffs’ claim.

18 3. Plaintiffs are informed and believe and, based thereon, allege that
19 Defendant has a regular and established place of business in this district at 2621
20 Manhattan Beach Blvd., Redondo Beach, California 90278.

21 4. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b)
22 and 1400(b). Defendant is a company organized and existing under the laws of
23 the state of California.

24 **II. THE PARTIES**

25 5. Plaintiff Edge is a California corporation having its principal place
26 of business at 2277 Redondo Ave., Signal Hill, CA 90755.

27 6. Plaintiff Axia is a Delaware limited liability company having its
28 principal place of business at 23 Hallmark Circle, Menlo Park, California,

1 94025.

2 7. Plaintiffs are informed and believe and, based thereon, allege that
3 Aesthetic Skin Systems LLC is a California limited liability company having its
4 principal place of business at 2621 Manhattan Beach Blvd., Redondo Beach,
5 California 90278.

6 **III. GENERAL ALLEGATIONS**

7 8. Edge is a worldwide leader in microdermabrasion and
8 hydradermabrasion systems. Edge has spent considerable time, effort and
9 money to develop its proprietary technology, including the HydraFacial MD®
10 hydradermabrasion system.

11 9. To protect its substantial investment, Edge has obtained the rights
12 to various patents and patent applications throughout the world.

13 10. On November 4, 2003, the United States Patent and Trademark
14 Office (“USPTO”) duly and lawfully issued U.S. Patent No. 6,641,591 (“the
15 ’591 Patent”), titled “INSTRUMENTS AND TECHNIQUES FOR
16 CONTROLLED REMOVAL OF EPIDERMAL LAYERS.” A true and correct
17 copy of the ’591 Patent is attached hereto as Exhibit 1.

18 11. On March 16, 2010, the USPTO duly and lawfully issued U.S.
19 Patent No. 7,678,120 (“the ’120 Patent”), titled “INSTRUMENTS AND
20 TECHNIQUES FOR CONTROLLED REMOVAL OF EPIDERMAL
21 LAYERS.” A true and correct copy of the ’120 Patent is attached hereto as
22 Exhibit 2.

23 12. On September 7, 2010, the USPTO duly and lawfully issued U.S.
24 Patent No. 7,789,886 (“the ’886 Patent”), titled “INSTRUMENTS AND
25 TECHNIQUES FOR CONTROLLED REMOVAL OF EPIDERMAL
26 LAYERS.” A true and correct copy of the ’886 Patent is attached hereto as
27 Exhibit 3.

1 13. On November 29, 2011, the USPTO duly and lawfully issued U.S.
2 Patent No. 8,066,716 (“the ’716 Patent”), titled “INSTRUMENTS AND
3 TECHNIQUES FOR CONTROLLED REMOVAL OF EPIDERMAL
4 LAYERS.” A true and correct copy of the ’716 Patent is attached hereto as
5 Exhibit 4.

6 14. On December 25, 2012, the USPTO duly and lawfully issued U.S.
7 Patent No. 8,337,513 (“the ’513 Patent”), titled “INSTRUMENTS AND
8 TECHNIQUES FOR CONTROLLED REMOVAL OF EPIDERMAL
9 LAYERS.” A true and correct copy of the ’513 Patent is attached hereto as
10 Exhibit 5.

11 15. On October 18, 2016, the USPTO duly and lawfully issued U.S.
12 Patent No. 9,468,464 (“the ’464 Patent”), titled “METHODS FOR TREATING
13 THE SKIN USING VACUUM.” A true and correct copy of the ’464 Patent is
14 attached hereto as Exhibit 6.

15 16. Axia is the owner of all right, title, and interest in the ’591 Patent,
16 the ’120 Patent, the ’886 Patent, the ’716 Patent, the ’513 Patent, and the ’464
17 Patent (collectively, “the Asserted Patents”), which are each exclusively
18 licensed to Edge.

19 17. Edge’s premier product is its revolutionary HydraFacial MD®
20 hydradermabrasion system, which bears unique and distinctive trade dress that
21 consists of the overall design and configuration of the product, as shown in the
22 photograph below (the “Edge Trade Dress”).
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THE EDGE MACHINE

18. Edge advertises its products bearing the Edge Trade Dress at trade shows, seminars, and through trade publications, social media, search engine optimization, emails, and webinars. Edge has spent millions of dollars advertising its products bearing the Edge Trade Dress.

19. In addition to Edge's own advertising, important national media outlets have featured Edge's products bearing the Edge Trade Dress and reinforced the public's association between Edge and the Edge Trade Dress. A sample of such media includes: *People Magazine*, *Allure*, *The Hollywood Reporter*, *Tampa Bay Times*, *New Beauty*, *OK! Magazine*, *Star Magazine*, *Elle Beauty Book*, *Harper's Bazaar Magazine*, *Essence*, *Simply Her*, *Examiner.com*, and *In Style*.

20. Edge's products bearing the Edge Trade Dress have also been shown on *Good Day L.A.*, *The Doctors*, *KLBK News*, *Great Day Houston*, and *Real Housewives of Beverly Hills*.

1 21. Edge's products bearing the Edge Trade Dress have received
2 widespread public attention and acclaim, including being awarded the "Best
3 Equipment for the Face" by LNE & Spa numerous times.

4 22. Promotional materials and advertisements of Edge's products that
5 bear the Edge Trade Dress have been distributed and are recognized by
6 consumers throughout the United States. As a result of Edge's substantial
7 efforts, the Edge Trade Dress has become extremely valuable to Edge as an
8 identifier of the company, and the substantial goodwill Edge has earned in the
9 market. The Edge Trade Dress has become synonymous in consumers' minds
10 with Edge.

11 23. Edge sells its products bearing the Edge Trade Dress to many
12 consumers, including dermatologists, plastic surgeons, and health spas. Edge's
13 products bearing the Edge Trade Dress are offered at thousands of locations
14 throughout the United States, including in all 50 states.

15 24. As a result of the widespread use, advertising, promotion, media
16 exposure and display of the Edge Trade Dress, (a) the public has come to
17 recognize and identify products bearing the Edge Trade Dress as emanating
18 from Edge, (b) the public recognizes that products bearing the Edge Trade Dress
19 constitute high quality products that conform to the specifications created by
20 Edge, and (c) the Edge Trade Dress has established strong secondary meaning
21 and extensive goodwill.

22 25. The Edge Trade Dress is not functional. The design features
23 embodied by the Edge Trade Dress are not essential to the function of the
24 product, do not make the product cheaper or easier to manufacture, and do not
25 affect the quality of the product. The design of the Edge Trade Dress is not a
26 competitive necessity.

27 26. Subsequent to Edge's use and adoption of the Edge Trade Dress,
28 Defendant has developed, manufactured, imported, advertised, and/or sold

1 products that use trade dress that is confusingly similar to the Edge Trade Dress.

2 27. Defendant makes, uses, sells, offers to sell, and/or imports into the
3 United States the Aqua Skin Facial product (“Accused Product”). A photograph
4 of the Accused Product is shown below.



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15 28. The Accused Product infringes each of the Asserted Patents and the
16 Edge Trade Dress.

17 29. The Accused Product is a system for treating the skin surface of a
18 patient. The Accused Product includes a handpiece and a variety of tips,
19 examples of which are shown in the photograph below.



1 30. The handpiece of the Accused Product has (1) a port that can be
2 attached to a vacuum source that is housed in the Accused Product, and (2) a
3 port that can attach to at least one fluid source that is housed in the Accused
4 Product. The handpiece, in combination with one of the tips that can be used
5 with the Accused Product, defines a skin interface portion.

6 31. At least some of the tips that can be used with the handpiece of the
7 Accused Product have abrading structures with substantially sharp edges to
8 abrade the skin. When the Accused Product is in use, the vacuum creates a seal
9 between the skin interface portion of the handpiece and the patient's skin. The
10 Accused Product deposits fluid, for example a skin treatment media that may be
11 housed in the Accused Product, on the patient's skin through the port in the
12 handpiece. The vacuum source at least aids in depositing the fluid onto the
13 patient's skin. If the handpiece is used with a tip that has an abrading structure,
14 the handpiece abrades the patient's skin, which can result in skin cells and/or
15 debris. The suction from the vacuum source can carry away skin cells, debris,
16 and/or fluid from the patient's skin through the skin interface portion of the
17 handpiece and into a waste container.

18 32. Plaintiffs are informed and believe and, based thereon, allege that
19 Defendant sells its infringing products, including the Accused Product, to its
20 customers, including, for example, Asim Medical Center.

21 33. Defendant's customers also infringed each of the Asserted Patents
22 by using infringing product that they acquired from the Defendant.

23 34. Defendant had actual knowledge of each of the Asserted Patents as
24 early as February 1, 2017, when Plaintiffs sent Defendant a letter demanding
25 that Defendant stop infringing the Asserted Patents.

26 35. Plaintiffs are informed and believe and, based thereon, allege that
27 Defendant knew that its customers would infringe each of the Asserted Patents
28 by, for example, using its infringing products, including, for example, the

1 Accused Product, during the respective terms of the Asserted Patents.

2 36. Plaintiffs are informed and believe and, based thereon, allege that
3 Defendant had the specific intent to induce its customers to infringe each of the
4 Asserted Patents by, for example, using products that infringe the Asserted
5 Patents, including, for example, the Accused Product, during the respective term
6 of the Asserted Patents.

7 **IV. COUNT I**

8 **PATENT INFRINGEMENT (35 U.S.C. § 271)**

9 37. Plaintiffs repeat and re-allege the allegations of paragraphs 1-36 of
10 this Complaint as if set forth fully herein.

11 38. This is a claim for patent infringement under 35 U.S.C. § 271.

12 39. Plaintiffs are informed and believe and, based thereon, allege that
13 Defendant has knowingly and intentionally infringed and continues to infringe
14 the '591 Patent, either literally or under the doctrine of equivalents, though, for
15 example, the manufacture, use, sale, offer for sale, and/or importation into the
16 United States of the Accused Product.

17 40. For example, the Accused Product infringes at least Claim 1 of the
18 '591 Patent because it is a system for treating the skin surface of a patient. The
19 Accused Product includes a handpiece that, when used with one of the tips,
20 forms a working end that defines a skin interface portion for contacting skin.
21 The handpiece has one port that is communication with a treatment media
22 source, and a second port that is in communication with a vacuum source. The
23 vacuum source is able to remove tissue (e.g., exfoliated skin) and treatment
24 media that may have been deposited on the patient's skin, through the skin
25 interface portion of the handpiece. The Accused Product can be used with tips
26 that include substantially sharp edge for abrading skin.

27 41. Plaintiffs are informed and believe and, based thereon, allege that
28 Defendant's customers (e.g., Asim Medical Center) that purchased infringing

1 product (e.g., the Accused Product) from the Defendant have also infringed the
2 '591 Patent by, for example, using those infringing products.

3 42. Plaintiffs are informed and believe and, based thereon, allege that
4 Defendant knew that its customers (e.g., Asim Medical Center) would infringe
5 the '591 Patent by, for example, using those infringing products during the term
6 of the '591 Patent.

7 43. Plaintiffs are informed and believe and, based thereon, allege that
8 Defendant had the specific intent to induce its customers to infringe the '591
9 Patent by, for example, using products that infringe the '591 Patent.

10 44. Defendant has knowingly and intentionally infringed and continues
11 to infringe the '120 Patent, either literally or under the doctrine of equivalents,
12 though, for example, the manufacture, use, sale, offer for sale, and/or
13 importation into the United States of the Accused Product.

14 45. For example, use of the Accused Product infringes at least Claim 1
15 of the '120 Patent. The Accused Product includes a handpiece that, when used
16 with one of the tips, forms a working end that defines a skin interface portion
17 for contacting skin. The Accused Product includes, for example, tips that
18 include apexes that extend upwardly from an abrading surface, where the apexes
19 have sharp edges. The handpiece includes a port that is in communication with a
20 vacuum source.

21 46. When in use, the working end of the handpiece is placed against a
22 patient's skin, and the skin is drawn against the tip of the handpiece by the
23 negative pressure of the vacuum source. The handpiece is moved across the
24 patient's skin, while the tip remains stationary on the handpiece. As a result, the
25 edge on each of the apexes on the tip remains stationary relative to the
26 handpiece. The continuous suction of the vacuum source keeps the skin drawn
27 against the sharp edge of the apexes of the tip, which abrades the skin as the
28 handpiece is moved across the surface of the skin. Any skin debris that results

1 from the skin abrasion is drawn through the aperture in the working end of the
2 handpiece by the vacuum source and removed from the surface of the patient's
3 skin.

4 47. Plaintiffs are informed and believe and, based thereon, allege that
5 Defendant's customers (e.g., Asim Medical Center) that purchased infringing
6 product (e.g., the Accused Product) from the Defendant have also infringed the
7 '120 Patent by, for example, using those infringing products.

8 48. Plaintiffs are informed and believe and, based thereon, allege that
9 Defendant knew that its customers (e.g., Asim Medical Center) would infringe
10 the '120 Patent by, for example, using those infringing products during the term
11 of the '120 Patent.

12 49. Plaintiffs are informed and believe and, based thereon, allege that
13 Defendant had the specific intent to induce its customers to infringe the '120
14 Patent by, for example, using products that infringe the '120 Patent.

15 50. Defendant has knowingly and intentionally infringed and continues
16 to infringe the '886 Patent, either literally or under the doctrine of equivalents,
17 though, for example, the manufacture, use, sale, offer for sale, and/or
18 importation into the United States of the Accused Product.

19 51. For example, the Accused Product infringes at least Claim 1 of the
20 '886 Patent. The Accused Product includes a handpiece that, when used with
21 one of the tips of the Accused Product, forms a working end that defines a skin
22 interface portion for contacting skin. The handpiece, which has a longitudinal
23 axis, includes a port that is in communication with a vacuum source. The
24 Accused Product includes, for example, tips that have a plurality of sharp
25 elements for abrading skin that is positioned in a raised periphery that
26 completely surrounds the abrading structure. The tip includes an aperture that is
27 also within the raised periphery; the aperture leads to the port that is in
28 communication with the vacuum source of the Accused Product.



52. When in use, the working end of the handpiece is placed against a patient's skin, and the skin is drawn against the outer periphery of the tip of the handpiece by the negative pressure of the vacuum source. The continuous suction of the vacuum source keeps the skin drawn against the outer periphery of the tip and against the sharp elements of the abrading structures, which abrades the skin as the handpiece is moved across the surface of the skin. Any skin debris that results from the skin abrasion is drawn through the aperture in the working end of the handpiece by the vacuum source and removed from the surface of the patient's skin.

53. Plaintiffs are informed and believe and, based thereon, allege that Defendant's customers (e.g., Asim Medical Center) that purchased infringing product (e.g., the Accused Product) from the Defendant have also infringed the '886 Patent by, for example, using those infringing products.

1 54. Plaintiffs are informed and believe and, based thereon, allege that
2 Defendant knew that its customers (e.g., Asim Medical Center) would infringe
3 the '886 Patent by, for example, using those infringing products during the term
4 of the '886 Patent.

5 55. Plaintiffs are informed and believe and, based thereon, allege that
6 Defendant had the specific intent to induce its customers to infringe the '886
7 Patent by, for example, using products that infringe the '886 Patent.

8 56. Defendant has knowingly and intentionally infringed and continues
9 to infringe the '716 Patent, either literally or under the doctrine of equivalents,
10 though, for example, the manufacture, use, sale, offer for sale, and/or
11 importation into the United States of the Accused Product.

12 57. For example, the Accused Product infringes at least Claim 1 of the
13 '716 Patent. The Accused Product is a system for treating a skin surface of the
14 patient. The handpiece of the Accused Product has a main body and a working
15 end that includes one of the tips of the Accused Product. The Accused Product
16 includes, for example, tips that have abrading structures, which are made up of a
17 plurality of ridge elements that are configured to abrade skin. The handpiece
18 includes an aperture or opening at or near the working end that is coupled to the
19 vacuum source in the Accused Product, which is configured to apply suction to
20 the skin surface. In at least some of the tips that can be used with the Accused
21 Product, the plurality of ridge elements and the aperture leading to the vacuum
22 source are entirely surrounded by an outer periphery.

23 58. Plaintiffs are informed and believe and, based thereon, allege that
24 Defendant's customers (e.g., Asim Medical Center) that purchased infringing
25 product (e.g., the Accused Product) from the Defendant have also infringed the
26 '716 Patent by, for example, using those infringing products.

27 59. Plaintiffs are informed and believe and, based thereon, allege that
28 Defendant knew that its customers (e.g., Asim Medical Center) would infringe

1 the '716 Patent by, for example, using those infringing products during the term
2 of the '716 Patent.

3 60. Plaintiffs are informed and believe and, based thereon, allege that
4 Defendant had the specific intent to induce its customers to infringe the '716
5 Patent by, for example, using products that infringe the '716 Patent.

6 61. Defendant has knowingly and intentionally infringed and continues
7 to infringe the '464 Patent, either literally or under the doctrine of equivalents,
8 though, for example, the manufacture, use, sale, offer for sale, and/or
9 importation into the United States of the Accused Product.

10 62. For example, use of the Accused Product infringes at least Claim 1
11 of the '464 Patent. When in use, the Accused Product embodies a method of
12 treating a patient's skin surface.

13 63. The handpiece of the Accused Product has a main body, which has
14 a housing and a working end that includes one of the tips of the Accused
15 Product. The working end of the handpiece is configured to contact the
16 patient's skin, and can be used with a tip that comprises a perimeter along the
17 distal end of the handpiece. The handpiece has a first aperture or opening
18 arrangement that includes a port near the working end that is in fluid
19 communication with a vacuum source in the Accused Product through a
20 passageway in the distal end of the handpiece, and a second aperture or opening
21 arrangement that includes a second port near the working end that is in fluid
22 communication with a treatment media source in the Accused Product. When in
23 use, the vacuum source facilitates the delivery of a liquid treatment media to the
24 surface of the patient's skin through the second port. The used liquid treatment
25 media is aspirated away from the surface of the patient's skin through the first
26 port and the passageway at the distal end of the handpiece. The negative
27 pressure of the vacuum facilitates the delivery of the treatment media to
28 subsurface skin tissue and the delivery of the treatment media hydrates or puffs

up the skin at the treatment site and facilitates the treatment method.

64. Plaintiffs are informed and believe and, based thereon, allege that Defendant's customers (e.g., Asim Medical Center) that purchased infringing product (e.g., the Accused Product) from the Defendant have also infringed the '464 Patent by, for example, using those infringing products.

65. Plaintiffs are informed and believe and, based thereon, allege that Defendant knew that its customers (e.g., Asim Medical Center) would infringe the '464 Patent by, for example, using those infringing products during the term of the '464 Patent.

66. Plaintiffs are informed and believe and, based thereon, allege that Defendant had the specific intent to induce its customers to infringe the '464 Patent by, for example, using products that infringe the '464 Patent.

67. Defendant's acts of infringement of each of the Asserted Patents were undertaken without permission or license from Plaintiffs.

68. Defendant's actions constitute willful and intentional infringement of each of the Asserted Patents. Defendant infringed each of the Asserted Patents with reckless disregard of Plaintiffs' patent rights. Defendant knew, or it was so obvious that Defendant should have known, that its actions constituted infringement of each of the Asserted Patents. Defendant's acts of infringement of each of the Asserted Patents were not consistent with the standards of commerce for its industry.

69. As a direct and proximate result of Defendant's acts of infringement, Defendant has derived and received gains, profits, and advantages in an amount that are not presently known to Plaintiffs.

70. Pursuant to 35 U.S.C. § 284, Plaintiffs are entitled to damages for Defendant's infringing acts and treble damages together with interests and costs as fixed by this Court.

71. Pursuant to 35 U.S.C. § 285, Plaintiffs are entitled to reasonable

1 attorneys' fees for the necessity of bringing this claim.

2 72. Due to the aforesaid infringing acts, Plaintiffs have suffered great
3 and irreparable injury, for which Plaintiffs have no adequate remedy at law.

4 73. Defendant will continue to infringe Plaintiffs' patent rights to the
5 great and irreparable injury of Plaintiffs, unless enjoined by this Court.

6 **V. COUNT II**
7 **FEDERAL TRADE DRESS INFRINGEMENT &**
8 **UNFAIR COMPETITION (15 U.S.C. § 1125(a))**

9 74. Edge repeats and re-alleges the allegations of paragraphs 1-73 of
10 this Complaint as if set forth fully herein.

11 75. This is a claim for trade dress infringement and unfair competition
12 arising under 15 U.S.C. § 1125.

13 76. Subsequent to Edge's use and adoption of the Edge Trade Dress,
14 Defendant has developed, manufactured, imported, advertised, and/or sold
15 products that use trade dress that is confusingly similar to the Edge Trade Dress.
16 For example, Defendant's Accused Product, which were sold and/or offered for
17 sale on Defendant's website <http://aestheticskinsystems.com/>, are confusingly
18 similar to the Edge Trade Dress.

19 77. Defendant's use of a trade dress that is confusingly similar to the
20 Edge Trade Dress in connection with its products is likely to cause confusion, or
21 to cause mistake, or to deceive as to the affiliation, connection, or association of
22 Defendant with Edge.

23 78. Defendant's use of a trade dress that is confusingly similar to the
24 Edge Trade Dress without Edge's consent constitutes a false designation of
25 origin, false or misleading description of fact, or false or misleading
26 representation of fact, which is likely to cause confusion, or to cause mistake, or
27 to deceive as to the affiliation, connection, or association of such person with
28 another person, or as to the origin, sponsorship, or approval of his or her goods

1 or commercial activities by another person in violation of 15 U.S.C. § 1125(a).

2 79. Such conduct by Defendant is likely to confuse, mislead, and
3 deceive Defendant's customers, purchasers, and members of the public as to the
4 origin of the Defendant's products or cause said persons to believe that
5 Defendant and/or its products have been sponsored, approved, authorized, or
6 licensed by Edge or are in some way affiliated or connected with Edge, all in
7 violation of 15 U.S.C. § 1125(a) and constitutes unfair competition with Edge.

8 80. Plaintiffs are informed and believe and, based thereon, allege that
9 Defendant's acts of trade dress infringement and unfair competition were
10 undertaken willfully with the express intent to cause confusion, and to mislead
11 and deceive the purchasing public.

12 81. Plaintiffs are informed and believe and, based thereon, allege that
13 Defendant has derived and received, and will continue to derive and receive,
14 gains, profits, and advantages from Defendant's trade dress infringement and
15 unfair competition in an amount that is not presently known to Edge. By reason
16 of Defendant's actions constituting trade dress infringement, Edge has been
17 damaged and is entitled to monetary relief in an amount to be determined at
18 trial.

19 82. Due to Defendant's actions constituting trade dress infringement
20 and unfair competition, Edge has suffered and continues to suffer great and
21 irreparable injury, for which Edge has no adequate remedy at law.

22 83. Pursuant to 15 U.S.C. § 1117, Edge is entitled to damages for
23 Defendant's infringing acts, up to three times actual damages as fixed by this
24 Court, and its reasonable attorneys' fees for the necessity of bringing this claim.

25 **VI. COUNT IV**

26 **CALIFORNIA UNFAIR COMPETITION**

27 84. Edge repeats and re-alleges the allegations of paragraphs 1-83 of
28 this Complaint as if set forth fully herein.

1 85. This is a claim for unfair competition, arising under California
2 Business & Professions Code § 17200, *et seq.* and California common law.

3 86. Defendant's acts of trade dress infringement complained of herein
4 constitute unfair competition with Edge under the common law and statutory
5 laws of the State of California, particularly California Business & Professions
6 Code § 17200 *et seq.*

7 87. Edge is informed and believes, and thereon alleges, that Defendant
8 has derived and received, and will continue to derive and receive, gains, profits,
9 and advantages from Defendant's unfair competition in an amount that is not
10 presently known to Edge. By reason of Defendant's wrongful acts as alleged in
11 this Complaint, Edge has been damaged and is entitled to monetary relief in an
12 amount to be determined at trial.

13 88. By its actions, Defendant has injured and violated the rights of
14 Edge and has irreparably injured Edge, and such irreparable injury will continue
15 unless Defendant is enjoined by this Court.

16 89. Edge is informed and believes that Defendant's unfair competition
17 has been willful, wanton, and oppressive, entitling Edge to punitive damages in
18 an amount to be determined at trial.

19 **WHEREFORE**, Plaintiffs pray for judgment in their favor against
20 Defendant for the following relief:

21 A. An Order adjudging Defendant to have directly infringed, induced
22 the infringement of, and contributorily infringed the Asserted Patents under 35
23 U.S.C. § 271;

24 B. A preliminary and permanent injunction enjoining Defendant, its
25 officers, directors, agents, servants, employees, and attorneys, and those persons
26 in active concert or participation with Defendant, from (1) making, using,
27 selling, offering to sell, and/or importing the Accused Product, and (2)
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1 infringing the Asserted Patents in violation of 35 U.S.C. § 271, either directly or
2 indirectly;

3 C. An accounting for all of Defendant's gains, profits, and advantages
4 derived by Defendant's infringement of the Asserted Patents in violation of
5 35 U.S.C. § 271, and an Order that Defendant pay to Plaintiffs actual damages
6 in the form of lost profits, or in the alternative, other damages adequate to
7 compensate for the infringement, but in no event less than a reasonable royalty
8 for the use made of the patented inventions by Defendant, in accordance with 35
9 U.S.C. § 284;

10 D. An Order for a trebling of damages and/or exemplary damages
11 because of Defendant's willful conduct pursuant to 35 U.S.C. § 284;

12 E. An Order adjudging that this case is exceptional under 35 U.S.C.
13 § 285 and ordering Defendant to pay to Plaintiffs their reasonable attorney fees
14 incurred in this action;

15 F. An Order adjudging Defendant to have infringed the Edge Trade
16 Dress and to have competed unfairly with Edge;

17 G. A preliminary and permanent injunction enjoining Defendant, its
18 officers, directors, agents, servants, employees, and attorneys, and those persons
19 in active concert or participation with Defendant, from using the Edge Trade
20 Dress or any trade dress that is confusingly similar thereto;

21 H. An accounting to determine Defendant's profits resulting from its
22 trade dress infringement and unfair competition, and an award monetary relief
23 to Edge in an amount to be fixed by the Court in its discretion as it finds just,
24 including:

- 25 1. all profits received by Defendant from sales and revenues of any
26 kind made as a result of its infringing actions; and
- 27 2. all damages sustained by Edge as a result of Defendant's acts of
28 trade dress infringement and unfair competition.

1 I. An Order that such profits and damages be trebled and awarded to
2 Edge pursuant to 15 U.S.C. § 1117;

3 J. An Order adjudging this to be an exceptional case under 15 U.S.C.
4 § 1117 and ordering Defendant to pay to Edge its reasonable attorney fees
5 incurred in this action;

6 K. An Order awarding Edge punitive damages under California law;

7 L. An Order awarding pre-judgment and post-judgment interest and
8 costs as fixed by the Court; and

9 M. Such other and further relief as this Court may deem just and
10 proper.

11 Respectfully submitted,

12 KNOBBE, MARTENS, OLSON & BEAR, LLP

13
14 Dated: June 22, 2017

By: /s/ Ali S. Razai

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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all issues so triable.

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: June 22, 2017

By: /s/Ali S. Razai

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